REMARKS

Claims 1-33 are pending. Of these, claims 1, 13, 24 and 26 are written in independent format. Claims 5 and 24-29 have been cancelled.

§ 102 REJECTION – '227 PATENT

Beginning on page 2 of the Office Action, claims 1, 2, 8, 10, 13, 14, 18, 20-24, 26 and 28-33 stand rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,085,227 to Edlund et al. ("the Edlund '227 patent"). This rejection is traversed.

Claim 24

Applicant will begin the discussion in terms of claim 24 taken as an example. This is done so because the Examiner's rebuttal arguments (beginning on page 6 of the Office Action) initially are directed toward claim 24.

In the rebuttal arguments, the Examiner challenges Applicant's characterization that the program of the Edlund '227 patent has already been loaded and is running, and asserts that the Edlund '227 patent does not preclude the possibility that the program stored on the server is not already executing. To illustrate his interpretation, the Examiner offers an analogy to the word processing software that he used to write the Office Action. The Examiner regards the word processing software as an executable file program which (when one is using it to write a document) is considered to be currently running such that if one were to click on a "save" or "print" icon, a command or request would be created for the underlying executable "to execute" a certain save or print function. Before such a button is actuated, the Examiner regards the word processing software as being in an idle receiving state. It is in such an idle receiving state that the Examiner regards the program of the Edlund '227 patent. Further, the Examiner notes that claim 24 does not recite that the executable file is not running.

By this Reply, Applicant has clarified claim 24 to recite an executable file resident on the server but not yet loaded into a memory of the server, the method including the server loading into a memory thereof and executing the executable file. In claim 24, the aspect of the server loading into a memory thereof and then executing the executable file represents a distinction over the Edlund '227 patent.

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Independent claim 26 recites a feature similar to that of claim 24 and thus at least similarly distinguishes over the Edlund '227 patent. Claims 28 and 29 depend from claims 24 and 26, respectively, and thus at least similarly distinguish over the Edlund '227 patent.

Claim 1

Another distinction over the Edlund '227 patent is the recitation of a "first web page being configured to accommodate a set of commands that are to be contained in a script or program in claim 1."

On page 8 of the Office Action, the Examiner establishes his rebuttal position vis-à-vis the following position taken by Applicant (see Applicant's August 7, 2006 response, pp. 11-12).

> It will be assumed for the sake of argument that the Edlund '227 patent provides a web page to accommodate the receipt of information. That information is in the form of a single "Web Scope" command. At block 304, proxy server computer 104 determines "whether the event comprises the receipt of a command from the client computer 102" (column 6, lines 32-33) (underlined emphasis added). In other words, while a user can cause a client computer 102 to send what appear to be multiple commands when viewed over an elapsed time, each command is sent discretely, i.e., not as a set of commands (i.e., two or more commands). Moreover, there is no recognition in the Edlund '227 patent that such a discrete command would become included in a script or program.

In particular, the Examiner interprets the multiple commands sent discretely over an elapsed time as a "set" of commands upon which the language of, e.g., claim 1, reads. Hence, the Examiner concludes that the Edlund '227 patent teaches a webpage that can accommodate this set of commands. By this Reply, claim 1 has been amended to clarify that the first webpage is configured to accommodate at any given moment an entirety of a set of commands that are to be contained in a script or program. This clarified language of claim 1 represents a distinction over the Edlund '227 patent. Assuming for the sake of discussion that the Edlund '227 patent might over time accommodate a set of commands sent discretely, i.e., one command per transmission, it would be unreasonable for the Examiner to assert that the Edlund '227 patent teaches that the webpage can accommodate at any given moment an entirety of the set of commands.

The claimed step of "the server doing at least one of (1) checking the syntax of said set and (2) loading said set as a script file or program file into memory and executing said set" is a further distinction of claim 1 over the Edlund '227 patent. As the Edlund '227 patent does not

disclose accommodating a set of commands (as explained above), therefore the Edlund '227 patent cannot disclose loading and executing such a set. Neither does the Edlund '227 patent mention the term "syntax."

Independent claim 13 recites features similar to that of claim 1 and thus at least similarly distinguishes over the Edlund '227 patent. Claims 2, 8, 10, 14, 18, 20-23 and 30-33 depend at least indirectly from claims 1 and 13, respectively, and thus at least similarly distinguish over the Edlund '227 patent.

Claim 2

In the alternative, a distinction of claim 2 over the Edlund '227 patent is that execution includes either compiling and running the set of commands that are to be contained in a script or program or interpreting the set. The Edlund '227 does not recite any word beginning with the letter sequence "compil" nor any word beginning with the letter sequence "interp". Also in the alternative, claim 14 recites features similar to that of claim 2 and thus at least similarly distinguishes over the Edlund '227 patent.

Summary As to § 102 Rejection

By failing to disclose each element of the rejected claims, the Edlund '227 patent cannot be regarded as anticipatory. Hence, the §102(e) rejection of claims 1, 2, 8, 10, 13, 14, 18, 20-24, 26 and 28-33 is improper and its withdrawal is requested.

§ 103 REJECTION

Beginning on page 5 of the Office Action, claims 3, 4, 7, 9, 15-17, 19, 25 and 27 stand rejected under 35 U.S.C. §103(a) as being unpatentable over the Edlund '227 patent in view of "Reading CGI Data: url-encoding and the CGI protocol" by Morton ("the Morton REF"). This rejection is traversed.

It will be assumed for the sake of argument that some portion of the Edlund '227 patent would have been modifiable by of some portion of the Morton REF.

Claims 3, 4, 7, 9, 15, 16, 17, 19, 25 and 27 depend at least indirectly from claims 1 and 13, respectively, and thus at least similarly distinguish over the Edlund '227 patent for the reasons given above. The Morton REF has not been cited as a teaching of the respective

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features of claims 1 and 13 noted above as distinctions over the Edlund '227 patent, nor would it be reasonable to assert that the Morton REF as such.

By failing to disclose each element of the rejected claims, a combination of the Edlund '227 patent and the Morton REF cannot be regarded as a proper basis for an obviousness rationale. Hence, the §103(a) rejection is improper and its withdrawal is requested.

ALLOWABLE SUBJECT MATTER

Applicant is please to acknowledge the Examiner's continued indication that claims 5, 6, 11 and 12 would be allowable if rewritten in independent form.

CONCLUSION

The issues raised in the Office Action are considered to be resolved. Accordingly, Applicant again requests a Notice of Allowance.
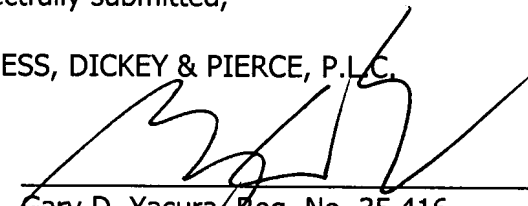
If the Examiner believes that personal communication will expedite prosecution of this application, the Examiner is invited to contact the undersigned.

If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies to charge any underpayment or non-payment of any fees required under 37 C.F.R. §§ 1.16 or 1.17, or credit any overpayment of such fees, to Deposit Account No. 08-0750, including, in particular, extension of time fees.

Respectfully submitted,

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